



MEMORANDUM

Agenda Item No. 7(J)(1)(A)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: April 13, 2004

FROM:


George M. Burgess
County Manager

SUBJECT: Resolution Approving A
Phase II-Phase III Easement
Agreement to the
"Dadeland North Joint
Development Lease"

RECOMMENDATION

It is recommended that the Board approve a Phase II-Phase III Easement Agreement to the Dadeland North Joint Development Lease between Miami-Dade County and Green Dadeland Station, Ltd. and authorize the County Manager to execute same. The agreement allows for shared use of County land currently leased to Green Dadeland Station, Ltd.

BACKGROUND

In April 1994, the Board approved execution of a 90-year lease (the "Lease") between Miami-Dade County through Miami-Dade Transit ("Landlord") and Green Dadeland Station, Ltd. ("GDSL") for a retail and residential joint development project at the Dadeland North Metrorail Station site. The Lease commenced June 29, 1994 and was first amended in March 2003 to permit condominiums in the housing component.

The Demised Premises (leased area) of the Lease contains multiple phases, two of which, Phases II and III, occupy contiguous land. Both phases were initially leased to GDSL. In December 2003, GDSL informed Landlord that it desired to assign all of its rights, title and interest in Phase II to Towers of Dadeland I, LLC, a Florida limited liability corporation, and requested Landlord's consent. Landlord agreed and consented to the assignment of Phase II. GDSL remains the lessee of Phase III.

The Phase II-Phase III Easement Agreement provides for an easement located on Phase II property to be used by both Phase II and Phase III. This will allow for (a) vehicular and pedestrian ingress, egress, and access from the Phase III property over a portion of the Phase II property (the "Easement Parcel") to the Dadeland Station ingress-egress easement (theoretical S.W. 83rd Street) and for (b) two buildings to share one entrance rather than two buildings with two entrances.

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
Page 2

Shared use of the proposed easement will maximize use of County land with a higher density project. This, in turn, will increase transit ridership and activity at the station. Currently under construction on the 1.26 acre Phase II land is a 14-story residential building complex with 120 apartments and 10 townhouse apartments, all at market rate rent. The complex will include 7,000 square feet of storefront retail providing services useful to the building's tenants, neighborhood residents and Metrorail riders. The Phase II complex should be completed by March 2005. Contemplated for the .87 acre Phase III land is either one 200-unit residential complex or a 15-20-story, 100-120 unit residential building and a 15-20 story office building. Either scenario will be market rate rent for the residential component and will contain pedestrian-friendly storefront retail. Projected for construction in 2005, Phase III would be completed in 2007.

FISCAL IMPACT

There is no negative fiscal impact to the County.

 2/20/04

Surface Transportation Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: April 13, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(J)(1)(A)
4-13-04

RESOLUTION NO. _____

RESOLUTION APPROVING A PHASE II-PHASE III
EASEMENT AGREEMENT TO THE DADELAND NORTH
JOINT DEVELOPMENT LEASE BETWEEN MIAMI-DADE
COUNTY AND GREEN DADELAND STATION, LTD. AND
AUTHORIZING THE COUNTY MANAGER TO EXECUTE
SAME AND EXERCISE ALL PROVISIONS CONTAINED
THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the
accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a
Phase II-Phase III Easement Agreement to the Dadeland North Joint Development Lease
between Miami-Dade County and Green Dadeland Station, Ltd., in substantially the form
attached hereto and made a part hereof, and authorizes the County Manager to execute same
for and on behalf of Miami-Dade County and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The
motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson

Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro

Betty T. Ferguson

Joe A. Martinez

Dennis C. Moss

Natacha Seijas

Sen. Javier D. Souto

Jose "Pepe" Diaz

Sally A. Heyman

Jimmy L. Morales


Dorrian D. Rolle

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of April, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

Bruce Libhaber

5

After recording, return to:

William R. Bloom, Esq.
Holland & Knight LLP
701 Brickell Avenue
Miami, FL 33131

EASEMENT AGREEMENT
PHASE II AND PHASE III

THIS AGREEMENT is made and entered into as of the 29th day of January, 2004 by and between TOWERS OF DADELAND I, LLC, a Florida limited liability company ("TDI") and GREEN DADELAND STATION, LTD., a Florida limited partnership ("GDSL").

RECITALS:

A. TDI is the lessee of that certain real property situated in Miami-Dade County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Phase II Property"), pursuant to a long term lease with Miami-Dade County (the "Landlord") created by that Assignment dated as of December 1st, 2003, by and between Green Dadeland Station, Ltd., a Florida limited partnership and TDI which was recorded January 2, 2004, in Official Records Book 21946 at Page 4604 of the Public Records of Miami-Dade County, Florida (the "Phase II Lease").

B. GDSL is the lessee of that certain real property situated in Miami-Dade County, Florida, as more particularly described on Exhibit "B" attached hereto and made a part hereof (the "GDSL Property"), pursuant to the terms of that certain Dadeland North Joint Development Lease dated April 19, 1994, a memorandum of which was recorded in Official Records Book 16454, at Page 2465 of the Public Records of Miami-Dade County, Florida, as amended by that First Amendment to the Dadeland North Joint Development Lease dated March 24, 2003 and recorded August 25, 2003 in Official Records Book 21575, at Page 824 of the Public Records of Miami-Dade County, Florida (the "GDSL Lease").

C. GDSL has requested that TDI grant to GDSL an easement for vehicular and pedestrian ingress, egress and access to and from the GDSL Property to Transit Drive over that portion of the Phase II Property more particularly shown on Exhibit "C" attached hereto and made a part hereof (the "Easement Parcel") and the right to install direction signs within the Easement Parcel.

D. TDI is willing to create an easement over the Easement Parcel for the purpose of vehicular and pedestrian ingress, egress and access to and from the GDSDL Property to Transit Drive and grant GDSDL the right to install directional signs within the Easement Parcel as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and provisions herein contained, and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS:

1. Recitals. The Recitals and Exhibits attached to this Agreement are true and correct and are hereby incorporated by reference and made a part hereof.

2. Access Easement.

(a) Grant of Easement. TDI hereby grants and creates, for the benefit of GDSDL and its tenants, invitees, licensees and guests, and its successors and assigns, a non-exclusive easement to expire on December 31, 2084 over, through and across the roads and sidewalks with the Easement Parcel for the purpose of providing vehicular and pedestrian ingress, egress and access to and from the GDSDL Property to Transit Drive over the Easement Parcel and the right to install directional signage within the Easement Parcel identifying the GDSDL Property, subject to the approval of such signage by TDI, which approval shall not be unreasonably withheld.

(b) Maintenance. TDI shall maintain the roadways and sidewalk on the Easement Parcel (the "Roadways") in good condition and repair in keeping with a first class residential development so that the Roadways will reflect favorably upon both projects, which maintenance shall include, without limitation, the following:

(i) Maintenance of the surfaces of the Roadways in a level, smooth and evenly paved condition with the type of surfacing material originally installed or such substitute as shall, in all respects, be equal in quality, use and durability.

(ii) Remove all papers, mud and sand, debris, filth and refuse and thoroughly sweep the Roadways to the extent reasonably necessary to keep the roadway areas fit for their intended use.

(iii) Place, keep, repair and replace any necessary directional signs, markers and lines.

(iv) Maintenance of all landscaping located within the Roadways.

(c) Failure to Maintain. In the event TDI hereto fails to maintain the Roadways in accordance with the standards set forth in Section 2(b), GDSL shall provide TDI and its mortgagee (to the extent notice of the existence of the mortgagee and the mailing address has been previously given by TDI to GDSL), with written notice of such failure, which notice shall specify the required corrective action. TDI shall have fifteen (15) days from the receipt of such notice to cure such failure or such longer period of time as is reasonably required if the repairs cannot be completed within the fifteen (15) day period, provided TDI commences the curative action within the fifteen (15) day period and diligently pursues the cure until completion.

(d) Maintenance Costs. GDSL shall pay to TDI fifty percent (50%) of the actual costs and expenses incurred by TDI to maintain the Roadways as required by Section 2(b) of this Agreement. TDI shall invoice GDSL for such costs and expenses, which invoice shall be accompanied by such back-up documentation as GDSL may reasonably request to support such costs and expenses. Such invoice shall be due within thirty (30) days of receipt by GDSL. If GDSL fails to pay such invoice within said thirty (30) day period, such invoice shall bear interest at fifteen percent (15%) per annum from the date of the invoice until paid.

(e) Self Help. In the event TDI fails to maintain the Roadways in accordance with Section 2(b) and such failure is not cured within the time permitted under Section 2(c) above (or immediately in the case of emergency or where access to the GDSL Property is blocked), GDSL may take the curative action required with respect to the Roadways and TDI shall reimburse GDSL for fifty percent (50%) of such costs and expenses within thirty (30) days of invoice, which invoice shall be accompanied by such back-up documentation as TDI may reasonably request to support such costs and expenses. If TDI fails to pay such invoice within the thirty (30) day period, such invoice shall bear interest at fifteen percent (15%) per annum from the date of invoice until paid.

(f) Security. TDI and GDSL acknowledge and agree that notwithstanding the granting of the easement set forth in this Section 2, TDI shall be entitled to impose such reasonable restrictions on access as required for security and prudent property management. All restrictions imposed by TDI with respect to the use of the Easement Parcel shall be uniformly enforced by TDI with respect to TDI and GDSL and their respective tenants, invitees, licenses and guests.

3. Restricted Access.

(a) Gate Access Systems. TDI and GDSL acknowledge and agree that access to the Roadways may be restricted by a gate access security system restricting access to the Phase II Property and the GDSL Property over the Roadways unless the tenants, invitees, licensees and guests have the appropriate card or access security code number. In the event TDI elects to install gate access security system, TDI shall be responsible for the installation, operation and maintenance of the gate access security system ("Gate Access Security System"). GDSL shall reimburse TDI for fifty percent (50%) of the cost to install the Gate Access Security System. TDI shall invoice GDSL for such costs and expenses, which invoice shall be accompanied by such backup documentation as GDSL may reasonably request to support such costs and expenses. Such invoice shall be due within thirty (30) days of receipt by GDSL. If GDSL fails to pay such invoice within said thirty (30) days, such invoice shall bear interest at fifteen percent (15%) per annum from the date of the invoice until paid.

(b) Maintenance of Gate Access Security System. If TDI elects to install a Gate Access Security System, TDI shall maintain the Gate Access Security System in good working order and repair in keeping with a first class residential development so that the Gate Access Security System will reflect favorably on both projects.

(c) Failure to Maintain. In the event TDI elects to install a Gate Access Security System and TDI fails to maintain the Gate Access Security System in good condition and repair, GDSL shall provide TDI and its mortgagee (to the extent notice of the existence of the mortgagee and the mailing address has been previously given by TDI to GDSL) with written notice of such failure, which notice shall specify the required corrective action. TDI shall have fifteen (15) days from the receipt of such notice to cure such failure or such longer period of time as is reasonably required if the repairs cannot be completed within the fifteen (15) day period, provided TDI commences the curative action within the fifteen (15) day period and diligently pursues the cure until completion.

(d) Maintenance Costs. GDSL shall pay to TDI fifty percent (50%) of the actual cost and expenses incurred by TDI to maintain the Gate Access Security System. TDI shall invoice GDSL for such costs and expenses, which invoice shall be accompanied by such backup documentation as GDSL may reasonably request to support such costs and expenses. Such invoice shall be due within thirty (30) days of receipt by GDSL. If GDSL fails to pay such invoice within said thirty (30) days, such invoice shall bear interest at fifteen percent (15%) per annum from the date of the invoice until paid.

(e) Self Help. In the event TDI fails to maintain the Gate Access Security System in accordance with Section 3(a) and such failure is not cured within

the time permitted under Section 3(b) above (or immediately in the case of emergency or where access to the GDSDL Property is blocked), GDSDL may take the curative action required with respect to the Gate Access Security System and TDI shall reimburse GDSDL for fifty percent (50%) of such costs and expenses within thirty (30) days of invoice, which invoice shall be accompanied by such back-up documentation as TDI may reasonably request to support such costs and expenses. If TDI fails to pay such invoice within the thirty (30) day period, such invoice shall bear interest at fifteen percent (15%) per annum from the date of invoice until paid.

4. Utility Easements.

(a) Grant of Easement. TDI hereby grants and creates for the benefit of GDSDL and its successors and assigns, a non-exclusive easement to expire on December 31, 2084 (the "Utility Easement") over, through and across the Phase II Property for the purpose of installations and maintenance of utilities including water, sewer, electrical, telephone and cable television service to the GDSDL Property provided such utilities cannot reasonably be connected to the GDSDL Property except across the Phase II Property and provided that none of the easements interfere with any of the buildings or improvements then constructed on the Phase II Property.

(b) Installation of Utilities. In utilizing the easements described in paragraph 4(a) above, GDSDL shall not unreasonably interfere with the use and enjoyment of the Phase II Property and shall install all such utilities underground. GDSDL shall, after installing or repairing any such utilities, promptly restore the Phase II Property to condition that existed immediately preceding the installation of such utilities.

5. Indemnification. GDSDL hereby agrees to indemnify, defend and hold TDI harmless from any and all liability, damage, expenses, causes of action, suits, claims or judgments, including reasonable attorneys fees actually incurred, arising from personal injury, death or property damage, occurring on or from the Phase II Property as a result of the use of the Roadways and the Utility Easement on the Phase II Property by GDSDL and its tenants, invitees, licensees and guests, except if caused by the willful act or negligence of TDI, or its agents or employees. GDSDL shall name TDI as an additional named insured on its insurance policy.

6. Joinder by Mortgagee. Holders of any mortgages encumbering the GDSDL Property and the Phase II Property join in the execution of this Agreement in order to submit their interest in the GDSDL Property or the Phase II Property, as appropriate, to the terms of this Agreement and said mortgagees are hereby, without the necessity of any additional instrument, made subordinate and inferior to this Agreement (but this shall in no manner subordinate such mortgages or deeds to secure debt to any other documents or encumbrances, intervening or otherwise). All future mortgages shall automatically and similarly, without the necessity of any

additional instrument be subject and subordinate of terms and conditions of this Agreement.

7. Joinder by Landlord. The Landlord joins in the execution of this Agreement as the owner of fee simple title to the Phase II Property and the GDSDL Property for the purpose of subjecting its interest in the Phase II Property and the GDSDL Property to the terms of this Agreement in the event of the termination of the Phase II Lease, provided however, if Landlord becomes the successor in interest to either TDI or GDSDL under this Agreement as a result of the termination of either the Phase II Lease or the GDSDL Lease, Landlord shall not be liable for any costs or expenses incurred prior to the date of such termination and Landlord shall not be subject to the provisions of Sections 5 and 12 of this Agreement.

8. Covenant Running with the Land. This Agreement shall constitute a covenant running with the land and equitable servitude upon the Phase II Property and the GDSDL Property for the benefit of the owner of the GDSDL Property and the Phase II Property and their tenants, invitees, licensees and guests and their successors and assigns until December 31, 2084 when this Agreement shall expire and be of no further force and effect.

9. Amendment. This Agreement can not be modified, amended, altered or changed in any respect except by further agreement in writing duly executed by the owner of the GDSDL Property, the owner of the Phase II Property and their respective mortgagees.

10. Attorneys Fees and Costs. In the event of any dispute which shall be litigated in connection with this Agreement, the prevailing party shall be entitled to recover from the other party all of its reasonable attorneys' fees costs and expenses actually incurred at both trial and appellate levels.

11. Governing Law. The validity of this Agreement and all of its terms and provisions, as well as its rights and duties shall be interpreted and construed in accordance with the laws of the State of Florida.

12. Lien Rights.

(a) In the event either GDSDL or TDI does not pay to the other any amount due pursuant to this Agreement within sixty (60) days from receipt of written notice of the amount due, such unpaid amount shall constitute a lien upon either the Phase II Property or the GDSDL Property, as appropriate, and such lien may be foreclosed in the same manner as a mortgage. Such lien shall have priority from the date notice of non-payment is recorded in the Public Records of Miami-Dade County Florida by the non-defaulting party. The holder of any mortgage encumbering the property of the defaulting party and any partner of the defaulting party may cure any such default.

Any lien created pursuant to Section 12(a) shall only encumber the leasehold interest in the Phase II Property or the GDSDL Property, respectively, and will not affect the interest of Landlord in the Phase II Property or the GDSDL Property.

(b) Any lien arising pursuant to Section 12(a) shall automatically terminate upon the termination of the Agreement on December 31, 2084.

13. Termination. This Agreement shall terminate on December 31, 2084 and thereafter be of no further force and effect.

14. Notices. All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given only when hand delivered, delivered by overnight courier service, telecopied (with telephone confirmation), or mailed by certified mail, return receipt requested, with proper postage affixed, addressed:

As to TDI:

TOWERS OF DADELAND I, LLC
c/o The Green Companies
Dadeland Centre Suite 1812
9155 South Dadeland Boulevard
Miami, FL 33156
Attn: George R. Brown, Jr.

As to GDSDL:

GREEN DADELAND STATION, LTD.
c/o The Green Companies
Dadeland Centre Suite 1812
9155 South Dadeland Boulevard
Miami, FL 33156
Attn: George R. Brown, Jr.

or to such other address as TDI or GDSDL, or their respective successors shall designate by like notice given to the other parties hereto. Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received when hand delivered, delivered by overnight courier service, upon receipt of the telecopy or on the date of receipt or date delivery is refused if mailed by certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

TDI:

TOWERS OF DADELAND I, LLC, a
Florida limited liability company

Witness Susan A. Grad
Print Name Susan A. Grad

By: George R. Brown, Jr.
George R. Brown, Jr.,
as Manager

Witness Barbara Gourneau
Print Name BARBARA GOURNEAU

Signed in the presence of:

GDSL:

GREEN DADELAND STATION,
LTD., a Florida limited partnership,
member

Witness Susan A. Grad
Print Name Susan A. Grad

Witness Barbara Gourneau
Print Name BARBARA GOURNEAU

By: NORTH STATION, INC., a
Florida corporation, its
managing member

By: George R. Brown, Jr.
George R. Brown, Jr.
President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 29 day of January, 2004, by George R. Brown, Jr., as Manager of TOWERS OF DADELAND I, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or who has/have produced _____ as identification and who did/did not take an oath.

(SEAL)

Pat A. Lease
Notary Public, State of Florida

My Commission Expires: 3/26/2005

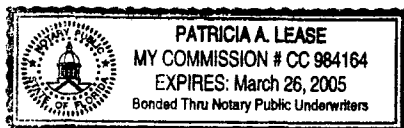


STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 29 day of January, 2004, by George R. Brown, Jr., as President, of NORTH STATION, INC., a Florida corporation, as general partner of GREEN DADELAND STATION, LTD., a Florida limited partnership, on behalf of the corporation and the limited partnership. He is personally known to me or who has/have produced _____ as identification and who did/did not take an oath.

Pat A. Lease
Notary Public, State of Florida

My Commission Expires:



JOINDER BY LANDLORD

Miami-Dade County, a political subdivision of the State of Florida, joins in the execution of this Agreement for the purpose of subjecting its fee simple interest in the Phase II Property and the GDSL Property to the terms of this Agreement until December 31, 2084 when the Agreement shall terminate and be of no further force and effect. This joinder shall not be deemed or construed to create any maintenance obligations or other financial obligations on the part of Miami-Dade County and is only intended as a recognition of the easement rights created by the Agreement so that such easement rights will survive the termination of the Phase II Lease if said termination occurs prior to December 31, 2084.

MIAMI-DADE COUNTY, a
political subdivision of the
State of Florida


Attest:

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____



Approved by County Attorney's Office
as to form and legal sufficiency

JOINDER

WACHOVIA BANK, NATIONAL ASSOCIATION, holder of that certain Leasehold Mortgage and Assignment of Rents dated as of December 30, 2003, recorded January 2, 2004, in Official Records Book 21946 at Page 4615 of the Public Records of Miami-Dade County, Florida, hereby joins in and consent to the Easement Agreement.

Witness:

WACHOVIA BANK,
NATIONAL ASSOCIATION

Witness

By:

Witness May 1. Fitzgerald

Name: Peter & Nagham

Print name: Craig H. Fitzgerald

Title: Senior Vice President

Witness

Witness Lee I. Smith

Print Name: LEONARD CUTLER
Print Name

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS

The foregoing instrument was acknowledged before me this 2ND day of February, 2004 by PETER G. LARHAM, SENIOR VICE PRESIDENT of WACHOVIA BANK, NATIONAL ASSOCIATION, on behalf of the association. He/She has produced IS PERSONALLY KNOWN TO ME as identification.

(SEAL)



Felicia S Hurtado
My Commission DD211217
Expires May 11, 2007

FELICIA S. MURTAO

Notary Public-State of_____

Commission Number: _____

EXHIBIT "A"
PHASE II PROPERTY

All of Tract "D," together with the West 90.04 feet of Tract "C" "Dadeland North Metrorail Station," according to the Plat thereof, as recorded in Plat Book 147 at Page 55 of the Public Records of Dade County (now Miami-Dade County), Florida.

EXHIBIT "B"
GDSL PROPERTY

Tract "C," less the West 90.04 feet thereof, of "Dadeland North Metrorail Station," according to the Plat thereof, as recorded in Plat Book 147 at Page 55 of the Public Records of Dade County (now Miami-Dade County), Florida.

REPORT OF SKETCH TO ACCOMPANY LEGAL DESCRIPTION AT THE TOWERS OF DADELAND SITE MIAMI-DADE COUNTY, FLORIDA

ARTICLE I

DEFINITIONS, GENERALLY:

CLIENT: SHALL MEAN THE GREEN COMPANIES.

SKETCH: SHALL MEAN THE GRAPHIC DEPICTION OF THE MAP MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.

SUBJECT PROPERTY: SHALL MEAN ALL THAT LOT, PIECE OR PARCEL OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.

COUNTY: SHALL MEAN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE NAME OF WHICH WAS CHANGED FROM "DADE COUNTY" BY ITS ELECTORS ON NOVEMBER 13, 1997 AND CODIFIED BY ITS BOARD OF COUNTY COMMISSIONERS PURSUANT TO COUNTY ORDINANCE NUMBER 97-212. ALL REFERENCES TO INSTRUMENTS RECORDED PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND CONVERSELY, ALL REFERENCES TO INSTRUMENTS RECORDED SUBSEQUENT TO THAT DATE (OR MENTION BY COMMON REPORT, AS THE CASE MAY BE) SHALL REFER TO THE PRESENT COUNTY NAME.

ARTICLE II

LEGAL DESCRIPTION

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 35, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "DAELAND NORTH METRORAIL STATION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 147 AT PAGE 55 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "C;" THENCE WEST ALONG THE NORTHERLY LINE OF SAID TRACT "C" FOR 259.94 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE SOUTH ALONG THAT CERTAIN PROPERTY LINE AS DEFINED BY MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION NUMBER R-1044-03 FOR 136.64 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID TRACT "C;" THENCE N79°35'29"W ALONG SAID SOUTHERLY LINE OF TRACT "C" FOR 8.87 FEET; THENCE S65°39'06"W ALONG SAID SOUTHERLY LINE OF TRACT "C" FOR 23.28 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF TRACT "C," N47°11'08"W FOR 32.34 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S63°46'18"E FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 91.59 FEET AND A CENTRAL ANGLE OF 26°13'42" FOR 41.93 FEET TO THE POINT OF TANGENCY; THENCE NORTH FOR 82.17 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY LINE OF TRACT "C;" THENCE EAST ALONG SAID NORTHERLY LINE OF TRACT "C" FOR 44.23 FEET TO THE POINT OF BEGINNING.

ARTICLE III

SOURCES OF DATA:

THE LEGAL DESCRIPTION AS CITED UNDER ARTICLE II WAS CREATED BASED ON THE FOLLOWING DATA:

THE RECORDED PLAT OF "DAELAND NORTH METRORAIL STATION," AS RECORDED IN PLAT BOOK 147 AT PAGE 55.

BEARINGS AS SHOWN HEREON REFER TO A BEARING OF WEST ALONG THE NORTHERLY LINE OF TRACT "C" AS SHOWN IN PLAT BOOK 147 AT PAGE 55.

MIAMI-DADE COUNTY RESOLUTION NO. R-1044-03. THIS IS A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY APPROVING THE DIVISION OF LAND FOR THE UNDERLYING TRACT "C" AND THE ABUTTING TRACT "D" WITHOUT PLAT.

THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

SHEET 2 OF 3



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

**DAELAND NORTH
METRORAIL STATION**

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

DATE: 01-28-2004
DESIGNED: A.R.
DRAWN: A.R.
CHECKED: D. W. DEANS
JOB NO.: 01-1120.02

**ARTICLE IV
LIMITATIONS:**

THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACT OF LAND THEREOF. THE DIMENSIONS AS DEPICTED ON THE SKETCH AND CITED IN THE LEGAL DESCRIPTION MAY BE SUBJECT TO ADJUSTMENT AS AN ACCURATE FIELD SURVEY OF THE SUBJECT PROPERTY MAY REVEAL.

**ARTICLE V
CLIENT INFORMATION:**

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE INSISTENCE OF:

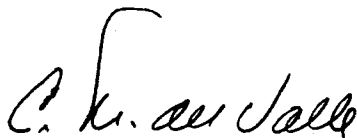
THE GREEN COMPANIES
9155 SOUTH DADELAND BOULEVARD
SUITE 1812
MIAMI, FLORIDA 33156

**ARTICLE VI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

PBS&J, A FLORIDA CORPORATION
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

BY: _____



CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE OF CERTIFICATION: JANUARY 28, 2004

{SURVEYOR'S OFFICIAL SEAL}

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS DOCUMENT CONSISTS OF MULTIPLE EXHIBITS, GRAPHICS AND REPORTS AND EACH PAGE AND COMPONENT THEREOF SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETED UNLESS APPENDED TO THE OTHERS. THIS NOTICE IS REQUIRED PURSUANT TO RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

©2004-PBS&J, A FLORIDA CORPORATION
ALL RIGHTS RESERVED

THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

SHEET 3 OF 3



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

**DADELAND NORTH
METRORAIL STATION**

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

21

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

DATE: 01-28-2004
DESIGNED: A.R.
DRAWN: A.R.
CHECKED: D. W. DEANS
JOB NO.: 01-1120.02